

1 State of New Hampshire Banking Department

2 In re the Matter of:) Case No.: 08-381
)
 3 State of New Hampshire Banking)
)
 4 Department,) Order to Show Cause
)
 5 Petitioner,) and
)
 6 and) Cease and Desist Order
)
 7 Empire Equity Group, Inc. (d/b/a 1st)
)
 8 Metropolitan of NY), Corporate Office)
) Consent Order (only as to Ezra S.
 9 Management Providers, Inc., Daniel) Beyman)
)
 10 Howard Jacobs, Joshua Israel Lieber,)
)
 11 Ezra S. Beyman, William Dean Warren,)
)
 12 and Christopher Derek Max,)
)
 13 Respondents)
)

14 CONSENT ORDER

15 I. For purposes of settling the above-referenced matter, the New
 16 Hampshire Banking Department (hereinafter referred to as "the
 17 Department") and Respondent Ezra S. Beyman ("Respondent Beyman") do
 18 hereby stipulate and agree to the following:

19 1. The term "this action" shall refer to the Department's November
 20 6, 2008 Staff Petition.

21 2. Respondent Beyman was owner and President of Respondent Empire
 22 Equity Group, Inc. (d/b/a 1st Metropolitan Mortgage of NY)
 23 ("Respondent Empire Equity") until January 8, 2008, when it was
 24 acquired by Respondent Corporate Office Management Providers,
 25 Inc.

1 3. The Department contends that while Respondent Beyman was the
2 owner and President of Respondent Empire Equity, the Department
3 was not notified of two out-of-state regulatory enforcement
4 actions and employees of Respondent Empire Equity were not
5 properly supervised on two consumer loan files.

6 4. Without admitting or denying liability under RSA Chapter 397-A,
7 18 U.S.C. Section 1001 et seq. and/or 15 U.S.C. Section 6802 et
8 seq., in order to amicably resolve and close the matters recited
9 hereinabove, Respondent Beyman agrees to enter into this Consent
10 Order.

11 5. In consideration of the mutual promises and representations set
12 forth herein, and in further consideration of the Department's
13 reliance upon the substantial accuracy and good faith of the
14 representations and submissions made to it by Respondent
15 Beyman's legal counsel, the Department and Respondent Beyman
16 intending to be legally bound herein, agree to the terms and
17 conditions below.

18 II. For purposes of amicably resolving and closing the above-referenced
19 matter, the Department and Respondent Beyman do hereby agree to the
20 following terms and conditions:

21 1. Respondent Beyman agrees that he has voluntarily entered into
22 this Consent Order without reliance upon any discussions between
23 the Department and Respondent Beyman, without promise of a
24 benefit of any kind (other than concessions contained in this
25 Consent Order), and without threats, force, intimidation, or

1 coercion of any kind. Respondent Beyman further acknowledges
2 his understanding of the nature of the allegations set forth in
3 this action, including the potential penalties provided by law.

4 2. Respondent Beyman agrees to waive any and all rights to a
5 hearing and appeal regarding the allegations set forth in this
6 action.

7 3. Without constituting an admission by Respondent Beyman of any
8 facts or allegations made or implied by this action, and solely
9 for the purpose of settlement of all matters in this action,
10 Respondent Beyman will not give conflicting statements about
11 such facts or allegations or his involvement in the stipulated
12 facts or allegations.

13 4. Respondent Beyman agrees that all terms of this Consent Order
14 are contractual and none is a mere recital.

15 5. Respondent Beyman represents and warrants that he has all the
16 necessary rights, powers and ability to carry out all of the
17 terms of this Consent Order which are applicable to Respondent
18 Beyman.

19 6. Respondent Beyman represents and warrants that he can accomplish
20 the full relief contemplated and required herein and that all
21 parents, subsidiaries, affiliates, and successors necessary to
22 effectuate the full relief contemplated by this Consent Order
23 are parties to this Consent Order.

1 7. Respondent Beyman represents and warrants that he has
2 obtained all third-party approvals necessary to comply with the
3 Consent Order.

4 8. Respondent Beyman acknowledges that the Department is relying
5 upon the representations and warranties of Respondent Beyman's
6 counsel stated herein, in making its determination in this
7 matter.

8 9. The Department agrees to accept monies in the amount of
9 \$7,500.00 from Respondent Beyman, which shall be paid
10 contemporaneously with the execution of this Consent Order.

11 10. Respondent Beyman hereby acknowledges that failure to make
12 payment as agreed above may result in civil and/or criminal
13 penalties.

14 11. The provisions of this Consent Order shall not limit, estop, or
15 otherwise prevent the Department, or any federal or state agency
16 or department, from taking any other action affecting Respondent
17 Beyman not related to the subject matter of this Consent Order.

18 12. This Consent Order shall become effective immediately upon the
19 date of its issuance.

20 13. The provisions of this Consent Order shall remain effective and
21 enforceable except to the extent that, and until such time as,
22 any provisions of this Consent Order shall have been modified,
23 terminated, suspended, or set aside by the Bank Commissioner or
24 upon an order of a court of competent jurisdiction, but only to
25 the extent permitted by this Consent Order.

1 III. This Consent Order represents the resolution of and discharge of any
2 basis for any civil or administrative proceeding by the Department
3 against Respondent Beyman for alleged violations arising as a result
4 of or in connection with any actions or omissions by Respondent Beyman
5 through the date of this Consent Order as it applies to the
6 allegations in this action; provided, however, this release does not
7 apply to facts not known by the Department as to matters outside of
8 the allegations in this action as of the date of this Consent Order.
9 The Department expressly reserves its rights to pursue any
10 administrative, civil or criminal action or remedy available to it
11 should Respondent Beyman breach this Consent Order or in the future
12 violate the Act or rules and orders promulgated thereunder, and
13 Respondent Beyman reserves his right to a hearing should the
14 Department pursue such rights.

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1 **WHEREFORE**, based on the foregoing, we have set our hands to this Agreement,
2 with it taking effect upon the signature of Peter C. Hildreth, Bank
3 Commissioner.

4
5 Recommended this 18th day of May, 2009 by

6
7 _____
8 /s/

9
10 Maryam Torben Desfosses, Hearings Examiner, Banking Department

11
12 Executed this 18th day of May, 2009.

13
14 _____
15 /s/

16
17 Attorney Thomas Donovan, as legal representative for Respondent Ezra S.
18 Beyman

19
20 **SO ORDERED,**

21 Entered this 18th day of May, 2009.

22
23 _____
24 /s/

25 Peter C. Hildreth,
Bank Commissioner